

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

700 North 10th Street, Room 258
Sacramento, CA 95814-0338
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



October 11, 2006

Dear Potential Naturalization Services Program Applicant:

The Department of Community Services and Development (CSD) is soliciting applications to provide naturalization services in California under the CSD Naturalization Services Program (NSP). Enclosed is the CSD Naturalization Services Program 2007 Request for Application (RFA).

Specific questions concerning the content of this RFA should be addressed using the methods described in Section A, Application Information, of the RFA. Please contact Rosa Hernandez at (916) 341-4383.

Sincerely,

Lloyd Throne
Director

Department of Community Services and Development

Request For Application

**2007 Naturalization Services Program
06-RFA-05**



**Department of Community Services and Development
700 North Tenth Street, Room 258
Sacramento, California 95814**

Lloyd Throne, Director

Table of Contents

Proposed Time Lines	ii
A) APPLICATION INFORMATION.....	1
Purpose	1
Eligible Applicants	1
Scope of Work/Application Narrative.....	2
Contract Term	3
Cost-Per-Client.....	3
Matching Funds.....	4
Service Areas and Funding	5
Funding Restrictions	5
Minimum Requirements	6
Subcontractor(s).....	7
Consortium.....	7
Application Submission Criteria.....	8
Questions Regarding RFA	9
CSD Reservations	9
Notice of Intent to Apply	9
B) SELECTION.....	10
Selection Process	10
Evaluation Criteria	11
Notice of Intent to Award	12
Disposition of Applications	12
C) APPEAL.....	13
D) CONTRACT INFORMATION.....	14
ATTACHMENTS	
I. 2007 Naturalization Services Program Application Face Sheet	16
II. Application Stack Order Checklist.....	17
III. Application Narrative (provided by applicant)	18
IV. 2007 Naturalization Services Program – Matching Funds	19
V. 2007 Naturalization Services Program - Funding and Program Experience Sheet	20
VI. 2007 Naturalization Services Program Budget.....	21
VII. 2007 Naturalization Services Program Budget for Consortium	22
VIII. 2007 Naturalization Services Program - Funding and Program Experience Sheet for Consortium.....	23
APPENDICES	
A) 2007 Naturalization Services Program Service Areas and Funding Allocation	
B) Legal Immigration to California by County, 1996-2004	
C) Sample Contract	

Proposed Time Lines

The following is the proposed sequence of steps and time lines which will be used in the application process to select service providers and award contracts. CSD reserves the right to adjust the time lines as necessary.

RFA Released.....October 11, 2006

Final Date to Submit Notice of Intent to Apply.....October 27, 2006

Final Date to Submit RFA.....November 13, 2006 (5:00 p.m.)

RFA Review Period..... November 14 – December 1, 2006

Notice of Intent to Award Posted at www.csd.ca.gov December 4, 2006

Intent to Award and Denial Letters Mailed.....December 4, 2006

Appeal Period.....December 4, 2006 through December 22, 2006

Projected Contract Term January 1, 2007 through June 30, 2008

Mandatory Training for Contractors.....January 2007

A) APPLICATION INFORMATION

Purpose

In accordance with the State Budget Act (Chapter 047, Statutes of 2006), the Department of Community Services and Development (CSD) announces the availability of \$2.8 million in State General Funds for the 2007 Naturalization Services Program (NSP).

The purpose of the NSP funds is to provide naturalization services to legal permanent residents who are in need of assistance in becoming naturalized citizens. Naturalization services required as part of this Request for Application (RFA) include: outreach, intake and assessment, collaboration with, and referral to other naturalization services organizations, citizenship application assistance, citizenship testing and interview preparation, and follow-up.

The goal of this program is the achievement of U.S. citizenship for legal permanent residents. Successful applicants shall use NSP funds solely to assist new clients defined as legal permanent residents who have not submitted an "Application for Naturalization" (Form N-400), or an "Application for Certification of Citizenship" (Form N-600) to the U.S. Citizenship and Immigration Services (USCIS).

Eligible Applicants

The intent of this Request for Application (RFA) is to solicit applications from eligible applicants. An eligible applicant is defined as either: (a) A community-based private, non-profit organization, or (b) A local public agency. All organizations applying for funding under this program must have a minimum of three (3) years of funding and program experience involving naturalization services.

Private, nonprofit, community-based organization:

- Applicant shall submit proof of its 501(c)(3) tax-exempt status. (See Attachments I and II, Application Face Sheet and Application Stack Order Checklist.)
- Applicant shall attach a copy of the board resolution, order, motion, or ordinance authorizing the representative signing and submitting this application as the designated representative for signing any contract resulting from this RFA
- Applicant shall submit a copy of the most current Certificate of Status issued by the State of California, Office of the Secretary of State (OSS), certifying that the agency is in good standing with OSS. Applicant may use OSS' website (<http://kepler.ss.ca.gov/list.html>) to obtain documentation. Applicant may download and print the website page certifying that the agency's status is active with OSS and attach it as part of the response to this RFA. (See Attachment II, Application Stack Order Checklist.)

Local Public Agency:

- Applicant shall attach a copy of the resolution, order, motion, or ordinance authorizing the representative signing and submitting this application as the designated representative for signing any contract resulting from this RFA. (See Attachments I and II, Application Face Sheet and Application Stack Order Checklist.)

Scope of Work/Application Narrative

All applicants will be required to submit a narrative describing how applicant will provide the scope of work for the NSP Program as defined below. Applicant shall attach an Application Narrative labeled as Attachment III describing the specific methods or processes to be used by the organization in meeting each of the following required NSP activities. The Application Narrative must not exceed five (5), single-spaced, single-sided, pages in total and be typewritten in not less than 12-point font. Applicant will be evaluated and scored based on clear, concise, specific, and appropriate responses for each of the following required activities:

Outreach

Applicant will be required to identify the target populations and describe the processes and methods used by the organization to outreach to the entire Service Area. Applicant shall clarify if outreach will be provided to specific populations. If the applicant plans to target a specific population in the community, the application must clearly demonstrate the need to target that population. Outreach efforts may include but are not limited to: distribution of flyers and posters, community meetings, events, radio announcements, TV public service announcements, and town meetings.

Intake and Assessment

At a minimum, applicant shall provide clients personalized, one-on-one intake and assessment services. Applicant shall ensure that the intake and assessment activities include, at a minimum:

- The determination of eligibility for naturalization services.
- Identification of issues that may result in a delay or denial of citizenship.

Collaboration With, and Referral To, Other Naturalization Service Organizations

Applicant shall be required to establish and/ or demonstrate existing collaborative partnerships and referral systems with other service providers to ensure clients receive services necessary to successfully complete the naturalization process. Applicant should identify and specify partnerships or collaborative efforts with other Naturalization Services providers, and may include the California Department of Education English-as-a-Second-Language (ESL), and English Literacy and Civics Education (EL Civics) grantees. The intent of this requirement is to ensure applicants are utilizing partnerships within their community to ensure the needs of the clients are being met. Naturalization funds are not to be used to duplicate existing services. Applicants must clearly demonstrate their ability to collaboratively work with existing service providers to serve each client.

Citizenship Application Assistance

Applicant shall be required to provide one-on-one client assistance (either directly or through collaborative partnerships) in completing the citizenship application forms: "Application for Naturalization" (Form N-400), or the "Application for Certification of Citizenship" (Form N-600). Applicant shall provide assistance in procuring supporting documents as required for the completion of the citizenship application. Services may include but not be limited to: assistance with special accommodations for individuals with disabilities, and obtaining birth/marriage certificates and court records.

Citizenship Testing and Interview Preparation

Applicant shall be required to provide one-on-one or group client assistance with training or guidance in U.S. History and Government, Civics, Oath of Allegiance, and interviewing techniques. An organization shall have and describe specific training tools and resources available to prepare clients for citizenship testing. The organization's specific methods for delivery of services shall be described and may include classroom group settings, client informational handouts, and/or one-on-one sessions.

Follow-Up

Applicant will be required to maintain follow-up processes and procedures to verify and document that clients served with NSP funds become naturalized citizens. The organizations shall describe the specific procedures used to track and follow-up with each client for whom a naturalization application was submitted to USCIS.

Contract Term

The term of the contract will be for eighteen months, January 1, 2007 through June 30, 2008. Naturalization services and activities for clients will be provided during the first 12 months of the contract, and follow-up services to document clients who have become naturalized citizens will be conducted during the last six months.

Cost-Per-Client

Award of this RFA shall be based on the applicant's responsiveness to the requirements of this RFA and competitive bids in each Service Area. Contracts will be awarded to successful applicants in which the contractor will receive two separate reimbursement payments for two outcomes.

The cost-per-client for outcome one (1) will depend on the applicant's proposed cost as submitted with this RFA, and shall be a minimum of \$150 per client and shall not exceed a maximum of \$250 per client. The Reimbursement for outcome one (1) will be based on the organization submitting documentation (CSD form 623 and 667) indicating client submitted an Application for Naturalization N-400 and/or N-600. The applicant's cost-per-client for outcome one (1) will be scored on a competitive basis.

The cost-per-client for outcome two (2) shall be a fixed rate of \$100 per client. Reimbursement for outcome (2) will be based on the organization submitting

documentation (CSD form 623 and 667) indicating client received a Certificate of Naturalization.

While follow-up with each client is required under this RFA, CSD realizes that in some cases a client may achieve specific benchmarks towards naturalization (i.e. fingerprints taken, USCIS interview) and not complete the naturalization process. In a case where an applicant has invested time and funds towards the naturalization of a client and is unable to demonstrate the successful achievement of a naturalization certificate, the applicant may be eligible for payment at the discretion of CSD. In such cases, reimbursement may be paid upon submission of documentation to confirm client obtained fingerprints (\$50) and successfully completed the USCIS interview (\$50).

The following table illustrates an example of an Applicant's potential funding request, considering each outcome, applicant's cost-per-client, and number of clients to be served based on the funding limits per service area (See Appendix A).

Program Goals/Outcomes	Applicant's Cost-per-Client	Number of Clients	Total Costs
1: Client submits N-400 and/or N-600 Naturalization Application	\$175	150	\$26,250
2: Client receives Certificate of Naturalization	\$100 (fixed)	150	\$15,000
Applicant's Total Request for Funding:			\$41,250

Applications received that are not within the minimum cost per client of \$150 and the maximum cost per client of \$250 for outcome 1 will be deemed non-responsive and be disqualified.

Matching Funds

Applicants will be required to provide at least 15 percent in matching fund dollars. All applicants must submit Attachment IV, 2007 Naturalization Services Program Matching Funds to substantiate the matching funds. For the purposes of this RFA, matching funds must be used to serve additional clients above and beyond the number of clients served with the NSP State funds. For instance, if the applicant applies for \$41,250 in NSP funds to serve 150 clients (see example above), the applicant must be able to demonstrate that it has at least \$6,188 (15 percent) to commit in matching funds and will serve an additional 23 clients; for a total of 173 clients served under this contract.

Although a minimum of 15 percent matching funds is required, applicant will be able to obtain points in the overall evaluation of this RFA based on matching funds above the required 15 percent.

The proposed matching funds must be used during CSD's naturalization services contract period. The applicant must provide a "Letter of Commitment" which must indicate the amount of committed funds and/or cash contributing to the Naturalization Services Program. For committed funds from organizations like United Way or Americorp, the Letter of Commitment must indicate that the funds are "on hand and unrestricted" and will be used for services under this RFA. The Letter of Commitment must be signed by the organization's Director. Restricted funds will not be considered as matching funds. Applicant can only report the committed funds that are within this RFA contract term period.

Past fundraising funds can be considered as committed funds only if the fundraising event has already occurred and the funds are "on hand and unrestricted funds." Future fundraising events cannot be considered as committed matching funds.

All contributions shall be accepted as part of the matching funds requirement when such contributions meet all of the following criteria:

- They are verifiable from the provider's records.
- They are not included as contributions for any other project or program.
- They are necessary and reasonable for proper and efficient accomplishment of program objectives.
- They are allowable under the applicable cost principles
- They are authorized or not prohibited under federal, state, or local government laws or regulations.

Service Areas and Funding

CSD intends to award multiple contracts as referenced in Appendix A, 2007 Naturalization Services Program Service Area and Funding Allocation. There are twenty-one (21) designated NSP Service Areas. The funding allocation for each Service Area is based on the number of legal permanent residents in each county as compared to the entire state, as published by the Department of Finance's Legal Immigration to California by County, 1996 through 2004 (Appendix B).

CSD will:

- Require Applicant to provide services to the entire service area and expend the entire contract allocation within the contract term.
- Allow Applicant to apply for more than one Service Area by submitting a separate application for each desired Service Area.
- Disallow Applicant to submit more than one application per Service Area.

Funding Restrictions

Successful applicants shall not use grant funds to:

- Reimburse or pay directly any client fees required as part of the naturalization process, such as application fees.
- Duplicate naturalization and citizenship activities already being provided by another funding source in that service area.
- Develop new materials for outreach or classroom instruction where existing materials have already been developed to an acceptable standard and where the material meets the demonstrated need.
- Purchase or improve land.
- Construct or permanently improve any building or other facility.

Minimum Requirements

All applicants must meet the minimum requirements listed below.

- Audit – The applicant must submit one audit for the organization performed within the past two fiscal years or a statement from an independent Certified Public Accountant attesting to the viability and stability of the organization and its accounting system. The audit must be in compliance with the American Institute of Certified Public Accountants' Standards. For the applicant to be responsive, the audit must demonstrate the organization's fiscal accountability, soundness, and viability. The following criteria will be used to evaluate the audit as a reason for disqualification:
 - Audit report contains a going-concern statement.
 - The audit report discloses reportable conditions or any uncorrected material weaknesses from prior audit(s).

Failure to meet any of the audit requirements will be cause for an application to be deemed as non-responsive and be rejected.

- Contract Experience - The Applicant must have a minimum of three (3) years of funding and program experience involving naturalization services. Applicant shall substantiate this experience by completing Attachment V, 2007 Naturalization Services Program Funding and Experience Sheet.

Applicant must demonstrate the staffing capabilities and experience for administering naturalization programs (i.e., linguistic capabilities to appropriately serve target population). Applicant shall submit resumes and duty statements of key staff involved in the program. At a minimum, the NSP Project Manager shall have one (1) year experience, and a resume of this employee must be included.

If the applicant previously received an NSP contract from CSD, a review of the applicant's previous program performance will be evaluated. Failure to meet any of the following program requirements will be cause for an application to be deemed non-responsive and be disqualified:

- CSD records indicate that Applicant has an outstanding, unresolved, or written-off accounts receivable.
- Less than ninety percent (90 %) of the funds were expended during the contract term.

Subcontractor(s) (if applicable)

Applicant may subcontract with other organizations to provide services that support the NSP program. A subcontractor is also eligible to directly apply for funding, assuming the applicant meets the eligibility requirements outlined above, by submitting an application to provide services in a service area(s), as referenced on Appendix A, Service Areas and Funding Allocations.

In the case of a subcontract agreement, applicant's cost-per-client fee shall not exceed five percent (5%) of the subcontractor's cost-per-client. The reimbursable cost shall be the Applicant's overhead cost-per-client plus the subcontractor's cost-per-client. Contract awards will be based on the combined total of the Applicant's overhead cost plus subcontractor's cost.

Applicant shall submit the following subcontractor information

- Subcontractor(s) by name and address.
- Subcontractor's cost-per-client on the Naturalization Services Program Budget, Attachment VI.
- Subcontractors' Letter of Commitment. The Letter of Commitment shall be signed by an official subcontractor representative, indicating the ability to provide services during the contract period and to deliver services in accordance with the application requirements and contract terms and conditions.

Consortium (if applicable)

Nothing in this RFA shall prohibit one or more providers from applying as a Consortium. A Consortium, for purposes of this RFA, is defined as two or more naturalization service providers that form a partnership or an association, however, a single provider must be designated as the lead Applicant. Each Consortium provider must have the minimum three (3) years of funding and program experience involving naturalization services. The applicant must substantiate this experience as outline in this Section, under Minimum Requirements. The application must clearly identify each of the providers that constitute the Consortium.

The lead applicant on behalf of the Consortium is defined as the entity that exercises administration and management oversight of the contract, and is responsible for fiscal and reporting requirements of the contract. If the lead applicant is not providing all services associated with this contract, the application must include a description of how

the service providers involved in the Consortium will collaborate to ensure provision of the required NSP activities specified in this Section under Scope of Work.

Only one Applicant amount, Cost-per-Client, and Number of Clients to be Served will be noted on Attachment 1, Application Face Sheet.

If applying as a consortium, the applicant shall submit the following information:

- Attachment VII, 2007 Naturalization Services Program Budget for Consortium, identifying the Consortium providers by name and address, cost-per-client, number of clients each consortium provider will be serving, and total budget per provider.
- Each Consortium provider must complete a 2007 Naturalization Services Program Funding and Program Experience Sheet for Consortium, Attachment VIII.
- Consortium providers' Letter(s) of Commitment. The Letter of Commitment shall be signed by an official authorized to contractually bind the provider and indicate the ability to deliver NSP services during the contract period.

Applicants interested in forming a Consortium are requested to contact Rosa Hernandez, NSP Program Analyst, at (916) 341-4383, by October 27, 2006, to notify of intent to apply as consortium.

Application Submission Criteria

All applicants must meet the submission criteria listed below.

- Applicant must submit an original and two (2) copies of the application by 5:00 p.m. on November 13, 2006, to:

APPLICATION FOR NATURALIZATION SERVICES PROGRAM
Department of Community Services and Development
Program Development and Support Unit
700 North 10th Street, Room 258
Sacramento, CA 95814

Do not assume infallibility when using overnight delivery couriers.

- For hand delivery, CSD is located off Richards Boulevard, which crosses Interstate 5 North of downtown Sacramento. Applications will be accepted only if physically received at the CSD address listed above by 5:00 p.m. on November 13, 2006. Applications received after this time and date will be returned unopened. FAXED APPLICATIONS WILL NOT BE ACCEPTED.
- All applicants must complete and submit Attachment I, 2007 Naturalization Services Program Application Face Sheet. Type the name, title, and telephone number of the person authorized to submit the application. The person authorized to submit the application must sign and date Attachment I.

- All applications must include a numbered table of contents.
- All applications must include Attachment II, Application Stack Order Checklist. The documents must be in the same order as displayed in the Checklist, and should be checked off to indicate inclusion of these documents in your application packet.
- All required information, documents, and supporting data for the application must be submitted and/or completed according to the instructions contained in this RFA, or the application will be deemed non-responsive and be disqualified.

Questions Regarding RFA

Please submit all questions in writing on agency letterhead, via U.S. mail or faxed to Rosa Hernandez at (916) 341-4383, or you may contact her directly by calling the same number.

Questions resulting in substantive changes or required clarification will be incorporated into the RFA and released as an addendum to all applicants who have submitted a Notice of Intent to Apply by October 27, 2006. **Please note that questions addressed verbally are not binding and are not grounds for appeal.**

Failure to meet the application requirements by the submission deadline date will be grounds for CSD to deem an applicant non-responsive and disqualify the application. A non-responsive applicant is one that does not meet the application requirements.

CSD Reservations

CSD reserves the right to modify, amend, cancel, or terminate this RFA at any time by issuance of an addendum or notice to all parties who have requested or been mailed an application.

Notice of Intent to Apply

If your organization intends to submit a Request for Application, please submit a Notice of Intent to Apply for the 2007 Naturalization Services Program, and identify the service area on your organization's letterhead no later than Friday, October 27, 2006. You can fax this information to Rosa Hernandez, RFA Program Analyst, at (916) 341-4383 or mail to her attention at:

Department of Community Services and Development
700 North 10th Street, Room 258
Sacramento, CA 95814

B) SELECTION

Selection Process

CSD will conduct the following three-phase evaluation and selection process designed to determine if an application is responsive to the RFA requirements. Applications received by CSD are considered final, and no additional materials will be accepted after the submittal date of November 13, 2006, at 5:00 p.m. CSD, however, reserves the right to request additional information to clarify information during the evaluation and selection process.

- Phase 1: CSD will review all applications to determine Applicant's responsiveness to submission criteria and all documents submitted according to Attachment II, Application Stack Order Checklist. Applications passing Phase 1 will continue to Phase 2.
- Phase 2: CSD will conduct the following internal reviews to determine Applicant's responsiveness as addressed in the Minimum Requirements for applicants in this RFA:
 - Organization's Audit – CSD's Audit Services Unit will review the information that can attest to the viability and stability of the organization and its accounting system.
 - Contract Experience – CSD staff will review Attachment V, 2007 Naturalization Services Program Funding and Experience Sheet, or Attachment VIII, 2007 Naturalization Services Program Funding and Experience Sheet for Consortium.
 - Program Review – If the Applicant previously received an NSP contract from CSD, the applicant's previous program performance will be reviewed to determine if at least 90 percent of the funds were expended, and if CSD records indicate that Applicant has an outstanding, unresolved, or written-off accounts receivable.

Failure to meet the minimum requirements will be a basis for the application to be deemed non-responsive and be disqualified. Applications passing Phase 2 will be forwarded to Phase 3.

- Phase 3: CSD staff will review applications to determine Applicant's responsiveness to Scope of Services, Matching Funds, and Cost-Per-Client (Outcome 1). All applications will be reviewed and assigned a competitive score. The following is provided as the relative weight for each component in Phase 3:

Scope of Work	50%
Matching Funds	25%
Cost-Per-Client (Outcome 1)	25%
Total	100%

Failure to meet requirements listed in the Scope of Services and Cost-Per-Client will be a basis for the application to be deemed non-responsive and be disqualified.

If, during any of the above three phases, an application for a specific Service Area is found to be non-responsive to the requirements of this RFA, the application will be determined ineligible for award of the contract and the applicant(s) with the next highest score for that specific Service Area will be evaluated until a responsive applicant is identified.

Applications may be rejected during any phase when determination is made that an application contains false or misleading statements. This includes concealment or nondisclosure of information or references that do not support the condition claimed by the applicant.

The Director of CSD will determine the awarding of contracts.

Evaluation Criteria

Scope of Work weighted at 50 percent of total score

Activity	Evaluation Criteria	Points
Outreach	Extent to which applicant describes target population, outreach activities; diversity of materials/methods utilized, frequency of outreach activities. Applicant addresses the need of the service area and community, and any specific population.	Range of points 1-10
Intake/Assessment	Applicant provides a detailed description of tools, processes, and procedures used to determine eligibility for naturalization services and identifies issues that may result in delay or denial	Yes – 5 pts. No – 0 pts.
Collaboration with, and referral to, other naturalization services organizations	Applicant clearly demonstrates and provides specific details explaining the organization's ability to collaborate with other services providers, and may include the California Department of Education ESL and EI Civics grantees, to ensure clients receive services necessary to successfully complete the naturalization process.	Range of points 1-10
Citizenship Application Assistance	Applicant describe the tools, processes and procedures used to assist clients in completing the Application for Naturalization	Yes – 5 pts No – 0 pts.
Citizenship Testing and Interview Preparation	Applicant describes the services, methods, and tools used to prepare clients for the citizenship test and interview.	Yes – 5 pts. No – 0 pts
Follow-Up	Applicant provides details and specifics describing the processes, procedures, and systems used to follow-up, document, and if possible, confirm that clients become a naturalized citizen.	Range of points 1-15

Matching funds weighted at 25 percent of total score

Percent of Matching Funds Evaluation Criteria	Points
15 – 19 %	10 pts.
20 – 24 %	15 pts.
25% +	25 pts.

Cost per Client (outcome one) weighted at 25 percent of total score

Agency Proposed Cost-per-Client Evaluation Criteria	Points
\$150 - \$165	25
\$166 - \$175	20
\$176 - \$200	15
\$201 - \$225	10
\$226 - \$250	5

Notice of Intent to Award

A Notice of Intent to Award shall be posted starting December 4, 2006 in a public place in the office of CSD, 700 North 10th Street, Room 258, Sacramento, CA 95814, and on CSD's website: www.csd.ca.gov for at least five (5) working days prior to awarding the contracts.

Disposition of Applications

Upon submission of the application, all documents submitted in response to this RFA will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

Applications received by CSD are considered final and no additional materials will be accepted after the final submittal date. CSD, however, reserves the right to request additional information to clarify information within the applications.

C) APPEAL

Appeal Process

The contract award is held up when an appeal is received by CSD. CSD will not award the contracts for a specific service area until the appeal is withdrawn or CSD has rendered a decision.

- A Notice of Intent to Appeal must be filed in writing within five (5) working days after the Notice of Intent to Award is posted. If the Notice of Intent to Award is posted on December 4, 2006, the Notice of Intent to Appeal must be received by CSD on or before December 11, 2006, by 5:00 p.m. Appeals must be mailed, faxed, or hand delivered to:

Lloyd Throne, Director
Department of Community Services and Development
700 North 10th Street, Room 258
Sacramento, CA 95814
Facsimile: (916) 341-4213

- After filing a Notice of Intent to Appeal, the appellant has five (5) calendar days to file a detailed written statement of the appeal if the Notice of Intent to Appeal did not contain the complete grounds for appeal. Appeals shall be limited to the grounds that CSD failed to correctly apply the standards for evaluating and selecting an applicant as specified in the RFA.
- CSD will send the appellant a letter acknowledging receipt of the Notice of Intent to Appeal within twenty-four (24) hours of receiving the notice. The letter will remind the appellant of the five (5) calendar days limit for submitting a detailed appeal.
- The detailed appeal can only be filed if a Notice of Intent to Appeal is received by CSD on or before December 11, 2006, at 5:00 p.m.
- Lloyd Throne, Director of CSD, or his designee, may hold an oral hearing and render a decision based on the content of the written appeal letter and the hearing. The decision of Lloyd Throne, Director of CSD, or his designee, shall be final with no further administrative appeal.
- Appellants will be notified in writing of the decision regarding their appeal within seven (7) working days of the hearing date or the consideration of the written appeal letter if no hearing is conducted.

D) CONTRACT INFORMATION

Contract

Applicant shall agree to comply with the terms and conditions of the attached sample contract (Standard Agreement, STD. 213). Applicant shall adhere to Exhibit D, Section 8.E., Contractor Assurances and Certifications of said sample contract. If an Applicant is awarded a contractual Agreement, the Agreement will be mailed with specific language pertaining to the Applicant, Service Area and Funding Allocation, as referenced on Appendix A, and the Cost-per-Client, as noted on the Application Face Sheet per the conditions set forth in this RFA.

Payment

Contracts will be awarded to successful applicants in which the contractor will receive two separate reimbursement payments; one payment for submission of the Application for Naturalization and one payment for the receipt of the certification of naturalization.

Contractors will receive the first payment for each client for which an Application for Naturalization (N-400 and/or N-600) is submitted (referred to as outcome one). The amount of this payment will depend on the applicant's proposed cost as submitted with this RFA. The cost-per-client for outcome one shall be a minimum of \$150 per client and shall not exceed a maximum of \$250 per client.

Contracts will receive the second payment for each client for which the client receives certificate of Naturalization (referred to as outcome two). The amount of this payment shall be a fixed rate of \$100 per client.

While follow-up with each client is required under this RFA, CSD realizes that in some situations a client may achieve specific benchmarks towards naturalization (i.e. fingerprints taken, USCIS interview) and not complete the naturalization process. In a case where an applicant has invested time and funds towards the naturalization of a client and is unable to demonstrate the successful achievement of a naturalization certificate, the applicant may be eligible for payment at the discretion of CSD. In such cases, reimbursement may be paid upon submission of documentation to confirm client obtained fingerprints (\$50) and successfully completed the USCIS interview (\$50).

Payment to the Contractor is contingent upon receipt by the CSD of the Naturalization Services Program Monthly Expenditure reports. Contractors will be required to submit monthly reports consisting of the Naturalization Program Monthly Expenditure Reporting form, CSD 623 and the Naturalization Client Reporting Form, CSD 667.

Amendment

In the event that CSD receives additional State NSP funding, CSD may amend the amount of the 2007 NSP contract at the sole option of the State. The

amendment/extension options will be based on contractor's ongoing performance. If the contractor is determined to be non-compliant by failing to meet client goals, submitting late reports, failing to expend funds within the time allotted, having fiscal and billing irregularities, and/or having unresolved audit issues, applicant will not be awarded an amendment/extension. CSD will evaluate and notify the Applicant in writing.

Monitoring and Evaluation

Applicant will be required to establish an internal monitoring and evaluation process for measuring the agency's progress in expending the full naturalization budget, meeting the projected number of clients to be served within the service area, and the methods to be utilized for meeting reporting requirements

List of Attachments

- Attachment I, 2007 Naturalization Services Program Application Face Sheet
- Attachment II, Application Stack Order Checklist
- Attachment III, Application Narrative (provided by applicant)
- Attachment IV, 2007 Naturalization Services Program – Matching Funds
- Attachment V, 2007 Naturalization Services Program – Funding and Program Experience Sheet
- Attachment VI, 2007 Naturalization Services Program Budget
- Attachment VII, 2007 Naturalization Services Program Budget for Consortium
- Attachment VIII, 2007 Naturalization Services Program - Funding and Program Experience Sheet for Consortium

Appendices

- A) 2007 Naturalization Services Program Service Areas and Funding Allocations
- B) Legal Immigration to California by County, 1996-2004
- C) Sample Contract

Attachment I
2007 NATURALIZATION SERVICES PROGRAM
Application Face Sheet

Applicant's Organizational Name: _____

Applicant's or Agency's Legal Name (if different): _____

Federal Employee Identification Number (FEIN): _____

Applicant's Street Address: _____

Applicant's Mailing Address (if different from above): _____

City: _____ County: _____ State: _____ ZIP Code: _____

Telephone: () _____ Alternate Telephone: () _____

Facsimile Number: () _____ E-mail Address: _____

Agency Contact Person: _____

Type of Organization: Check appropriate item.

- ☐ Private, Nonprofit, Community-Based Organization
☐ Local Public Agency

Required Information: Check each box when completed.

- ☐ Funding Request \$ _____
☐ Service Area Number _____
☐ Total Cost-per-Client \$ _____
 \$ _____ Cost-per-Client for Outcome 1
 \$ 100 Cost-per-Client for Outcome 2
☐ Number of Clients to be Served _____
☐ Matching Fund Amount and Percentage \$ _____ %
☐ Number of Years Providing Naturalization Services _____
☐ Does Applicant Intend To Subcontract Services Yes _____ No _____
☐ Applicant Is a Past CSD NSP Contractor: Yes _____ No _____

By submitting this application, the applicant certifies the validity of the contents and claims contained herein. Invalid claims by applicant or an incomplete application are grounds for an application to be deemed nonresponsive and be disqualified.

Signature of Authorized Person: _____

Typed or Printed Name of Authorized Person: _____

Attachment II

APPLICATION STACK ORDER CHECKLIST

The application elements and attachments must be assembled in the order listed below. Failure to attach required documents and/or failure to provide appropriate signatures where applicable shall be cause for an application to be deemed non-responsive and be disqualified

ATTACHMENTS AND REQUIRED DOCUMENTS STACK ORDER

(Please check each box when completed.)

- ☐ Attachment I: Application Face Sheet
- ☐ Numbered Table of Contents
- ☐ Attachment II: Application Stack Order Checklist
- ☐ Proof of Nonprofit Status
 (Provide copy of letter confirming IRS 501(c)(3) status.)
- ☐ Certificate of Status issued by the State of California, Office of the
 Secretary of State (OSS) (excludes local governments)
- ☐ Copy of resolution, order, motion, or ordinance authorizing the
 representative signing this RFA to negotiate and execute a
 contract with CSD
- ☐ Attachment III: Application Narrative (to be provided by applicant)
- ☐ Attachment IV: Naturalization Services Program Matching Funds and Letter(s) of
 Commitment
- ☐ Audit (one copy only)
- ☐ Attachment V: Naturalization Services Program Funding and Program
 Experience Sheet
- ☐ Resumes and Duty Statements of Key Staff
- ☐ Attachment VI: Naturalization Services Program Budget and if applicable
 Subcontractor information and Letter(s) of Commitment
- ☐ Attachment VII: Naturalization Services Program Budget for Consortium
- ☐ Attachment VIII: Naturalization Services Program Funding and
 Program Experience Sheet for Consortium
- ☐ Resumes and Duty Statements of Key Staff for Consortium

Attachment III

2007 NATURALIZATION SERVICES PROGRAM

**APPLICATION NARRATIVE
(to be provided by applicant)**

Attachment IV

**2007 NATURALIZATION SERVICES PROGRAM
MATCHING FUNDS**

Excel form

Attachment V

**2007 NATURALIZATION SERVICES PROGRAM
FUNDING AND PROGRAM EXPERIENCE SHEET**

Excel Form

Attachment VI

**2007 NATURALIZATION SERVICES PROGRAM
BUDGET**

Excel Form

Attachment VII

**2007 NATURALIZATION SERVICES PROGRAM
BUDGET FOR CONSORTIUM**

Excel Form

Attachment VIII

**2007 NATURALIZATION SERVICES PROGRAM
FUNDING AND PROGRAM EXPERIENCE SHEET
FOR CONSORTIUM**

Excel Form

State of California
 Department of Community Services and Development
 CSD 87 (New 10/06)

Attachment IV
2007 NATURALIZATION SERVICES PROGRAM - MATCHING FUNDS

Applicant Name:

Service Area (Refer to Appendix A):

SECTION 1

A minimum match of 15% of the application amount is required.

1.a	Application Amount (Refer to Appendix A):	\$
1.b	Total Matching Fund Amount:	\$
1.c	Enter Percentage of Matching Fund (Divide 1.b by 1.a)	%
GRAND TOTAL:		\$

SECTION 2 - FUNDING SOURCE(s)

FUNDING SOURCE

NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

2.d	Funding Amount:	\$
2.e	Commitment Period from: / /2007 to / /2008	
2.f	Letter of Commitment attached:	YES

FUNDING SOURCE (If applicable)

NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

2.g	Funding Amount:	\$
2.h	Commitment Period from: / /2007 to / /2008	
2.i	Letter of Commitment attached:	YES

FUNDING SOURCE (If applicable)

NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

2.j	Funding Amount:	\$
2.k	Commitment Period from: / /2007 to / /2008	
2.l	Letter of Commitment attached:	YES

State of California

Department of Community Services and Development

CSD 88 (Rev. 10/06)

Attachment V
2007 NATURALIZATION SERVICES PROGRAM
FUNDING AND PROGRAM EXPERIENCE SHEET

Applicant's Name:

Service Area (Refer to Appendix A):

Applicant shall have a minimum of three years' funding and program experience providing naturalization services acquired from 1996 through 2006. Applicant shall certify three years of experience by completing the information below.

EXPERIENCE 1**FUNDING SOURCE NAME:****ADDRESS:****CONTACT PERSON:****TELEPHONE NUMBER:**

1.a	Funding Amount:	\$
1.b	Dates of Service:	
1.c	Total Length of Service:	____ Years ____ Months

Services Performed:

EXPERIENCE 2**FUNDING SOURCE NAME:****ADDRESS:****CONTACT PERSON:****TELEPHONE NUMBER:**

2.a	Funding Amount:	\$
2.b	Dates of Service:	
2.c	Total Length of Service:	____ Years ____ Months

Services Performed:

EXPERIENCE 3**FUNDING SOURCE NAME:****ADDRESS:****CONTACT PERSON:****TELEPHONE NUMBER:**

3.a	Funding Amount:	\$
3.b	Dates of Service:	
3.c	Total Length of Service:	____ Years ____ Months

Services Performed:

Department of Community Services and Development

CSD 85 (Rev. 10/06)

Attachment VI
2007 NATURALIZATION SERVICES PROGRAM BUDGET

Applicant's Name:

Service Area (Refer to Appendix A):

Application Amount (Refer to Appendix A):

SECTION 1 - APPLICANT'S BUDGET - must be completed if not subcontracting .

1.a	Applicant's Total Cost per Client (combined outcome 1 and 2):	\$
1.b	Applicant's Number of Clients To Be Served:	#
1.c	GRAND TOTAL: (Lines 1.a multiplied by 1.b) Total must match Application Amount (App	\$

SECTION 2 - APPLICANT'S AND SUBCONTRACTOR'S DETAIL BUDGET BREAKDOWN - must be completed if applicant intends to subcontract. All subtotal(s) must be aggregated and factored into one final cost and entered below in Section 3.**APPLICANT:****NAME:****ADDRESS:**

2.a	Cost Per Client	\$
2.b	Number of Clients To Be Served:	#
2.c	Subtotal Section 2 (Lines 2.a multiplied by 2.b)	\$

APPLICANT'S REMAINING FUNDS FOR DISTRIBUTION

2.d	Applicant's Remaining Funds (Application Amount minus 2.c)	\$
2.e	Applicant's Overhead (Lines 2.d multiplied by 5%)	\$
2.f	Applicant's Remaining Funds For Distribution (Lines 2.d minus 2.e)	\$

SUBCONTRACTOR 1:**NAME:****ADDRESS:**

2.g	Cost Per Client	\$
2.h	Number of Clients To Be Served:	#
2.i	Subtotal Section 2 (Lines 2.g multiplied by 2.h)	\$

SUBCONTRACTOR 2: (If applicable)**NAME:****ADDRESS:**

2.j	Cost Per Client	\$
2.k	Number of Clients to Be Served:	#
2.l	Subtotal Section 2 (Lines 2.j multiplied by 2.k)	\$

2.m	GRAND TOTAL: Subcontractors' Costs - (Lines 2.i plus 2.l)	\$
2.n	GRAND TOTAL: Subcontractors' Number of Clients To Be Served - (Lines 2.h plus 2.k.)	#

SECTION 3 - APPLICANT'S AND SUBCONTRACTOR'S BUDGET - must be completed if applicant intends to subcontract.

3.a	Applicant's Cost: (if providing direct services) (Line 2.c)	\$
3.b	Combined Subcontractors' Cost: (Line 2.m)	\$
3.c	Applicant's Overhead Cost: (if applicable) (Line 2.e)	\$
3.d	GRAND TOTAL: (Lines 3.a, 3.b, 3.c)	\$
3.e	Applicant's and Subcontractors' Combined Total Number of Clients To Be Served: (Line 2.b plus 2.n)	#
3.f	Applicant's and Subcontractors' Combined Cost per Client: (Lines 3.d divided by 3.e)	\$
3.g	GRAND TOTAL: (Lines 3.e multiplied by 3.f) Total must match Application Amount (Appendix A)**	\$

*Duplicate and attach additional sheets if necessary.

**Rounding issues may occur and are acceptable.

State of California
 Department of Community Services and Development
 CSD 95 (New 10/06)

Attachment VII
2007 NATURALIZATION SERVICES PROGRAM BUDGET
FOR CONSORTIUM

Consortium's Name:

Service Area (Refer to Appendix A):

Application Amount (Refer to Appendix A):

SECTION 1 - CONSORTIUM'S DETAIL BUDGET BREAKDOWN - must be completed if applying as a Consortium. All subtotal(s) must be aggregated and factored into one final cost and entered below in Section 2.

APPLICANT:

NAME:

ADDRESS:

1.a	Cost per Client	\$
1.b	Number of Clients to Be Served:	#
1.c	Subtotal Section 1 (Lines 1.a multiplied by 1.b)	\$

CONSORTIUM PROVIDER 1:

NAME:

ADDRESS:

1.d	Cost per Client	\$
1.e	Number of Clients to Be Served:	#
1.f	Subtotal Section 1 (Lines 1.d multiplied by 1.e)	\$

CONSORTIUM PROVIDER 2:

NAME:

ADDRESS:

1.g	Cost per Client	\$
1.h	Number of Clients to Be Served:	#
1.i	Subtotal Section 1 (Lines 1.g multiplied by 1.h)	\$

1.j	GRAND TOTAL: (Lines 1.c plus 1.f and 1.i.)	\$
-----	---	----

1.k	GRAND TOTAL: Number of Clients to be served: (Lines 1.b plus 1.e and 2.h.)	#
-----	---	---

SECTION 2 - CONSORTIUM'S BUDGET - must be completed if applying as a Consortium.

2.a	Consortium's Combined Cost: (Total must match 1.j.)	\$
2.b	Consortium's Combined Total Number of Clients To Be Served: (Total must match 1.k.)	#
2.c	Consortium's Cost per Client (2.b divided by 2.c)	
2.d	GRAND TOTAL: (Lines 2.a multiplied by 2.b)	
	Total must match Application Amount (Appendix A)**	\$

*Duplicate and attach additional sheets if necessary.

Page 22 of 23

**Rounding issues may occur and are acceptable.

State of California
 Department of Community Services and Development
 CSD 98 (New10/06)

Attachment VIII
2007 NATURALIZATION SERVICES PROGRAM
FUNDING AND PROGRAM EXPERIENCE SHEET
FOR CONSORTIUM

Consortium Provider's Name:

Service Area (Refer to Appendix A):

Consortium Providers shall have a minimum of three years' funding and program experience providing naturalization services acquired from 1996 through 2006. Consortium Provider shall certify three years of experience by completing the information below.

EXPERIENCE 1

FUNDING SOURCE NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

1.a	Funding Amount:	\$
1.b	Dates of Service:	
1.c	Total Length of Service:	_____ Years _____ Months

Services Performed:

EXPERIENCE 2

FUNDING SOURCE NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

2.a	Funding Amount:	\$
2.b	Dates of Service:	
2.c	Total Length of Service:	_____ Years _____ Months

Services Performed:

EXPERIENCE 3

FUNDING SOURCE NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NUMBER:

3.a	Funding Amount:	\$
3.b	Dates of Service:	
3.c	Total Length of Service:	_____ Years _____ Months

Services Performed:

State of California
Department of Community Services and Development

Appendix A
2007 NATURALIZATION SERVICES PROGRAM
SERVICE AREAS AND FUNDING ALLOCATIONS

SERVICE AREA NUMBER	SERVICE AREA DESCRIPTION	FUNDING ALLOCATION - PER AWARDEE	NUMBER OF PROPOSED AWARDEES - PER SERVICE AREA
1	Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yuba	\$30,000	1
2	Marin, Napa, Solano, Sonoma, Yolo	\$37,000 each	2
3	Contra Costa	\$60,000	1
4	San Francisco	\$58,000 each	2
5	Alameda	\$77,500 each	2
6	El Dorado, Nevada, Placer, Sacramento	\$47,500 each	2
7	San Mateo	\$81,000	1
8	Alpine, Amador, Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne	\$41,000 each	2
9	Santa Clara	\$120,000 each	2
10	Monterey, San Benito, Santa Cruz	\$57,000	1
11	Fresno, Kern, Kings, Madera, Tulare	\$63,000 each	2
12	Inyo, Mono, San Bernardino	\$45,000 each	2
13	San Luis Obispo, Santa Barbara, Ventura	\$41,000 each	2
14	Los Angeles (Partial)	\$122,500 each	2
15	Los Angeles (Partial)	\$122,500 each	2
16	Los Angeles (Partial)	\$124,000 each	2
17	Los Angeles (Partial)	\$124,000 each	2
18	Orange	\$130,000 each	2
19	Riverside	42,000 each	2
20	Imperial	\$20,000	1
21	San Diego	106,000 each	2
Total	Total	\$2,850,000	37

Appendix A
2007 NATURALIZATION SERVICES PROGRAM
ZIP CODES - LOS ANGELES COUNTY SERVICE AREAS

SERVICE AREA - 14							SERVICE AREA - 15				
90024	90263	91203	91334	91402	91608		90004	91006	91110	91510	93585
90025	90264	91204	91335	91403	91609		90005	91007	91114	91754	93586
90027	90265	91205	91337	91404	91610		90010	91009	91115	91755	93590
90028	90272	91206	91340	91405	91614		90016	91010	91116	91775	93591
90029	90290	91207	91341	91406	91615		90018	91011	91117	91776	
90036	90291	91208	91342	91407	91616		90019	91012	91118	91778	
90038	90292	91209	91343	91408	91617		90020	91016	91214	91801	
90039	90293	91210	91344	91409			90022	91017	91221	91802	
90046	90294	91301	91345	91410			90023	91020	91222	91803	
90048	90295	91302	91346	91411			90026	91021	91224	91804	
90049	90296	91303	91352	91412			90031	91023	91225	91841	
90056	90401	91304	91353	91413			90032	91024	91226	91896	
90064	90402	91305	91356	91416			90033	91025	91310	91899	
90066	90403	91306	91357	91423			90034	91030	91321	93243	
90067	90404	91307	91361	91426			90035	91031	91322	93510	
90068	90405	91308	91362	91436			90040	91046	91350	93532	
90069	90406	91309	91364	91501			90041	91066	91351	93534	
90077	90407	91311	91365	91502			90042	91076	91354	93535	
90094	90408	91312	91366	91503			90058	91077	91355	93536	
90209	90409	91313	91367	91504			90063	91101	91380	93539	
90210	90410	91316	91372	91505			90065	91102	91381	93543	
90211	90411	91324	91376	91506			90201	91103	91382	93544	
90212	91040	91325	91392	91521			90202	91104	91383	93550	
90213	91041	91326	91393	91522			90270	91105	91384	93551	
90230	91042	91327	91394	91523			90640	91106	91385	93552	
90231	91043	91328	91395	91605			91001	91107	91386	93553	
90232	91201	91331	91396	91606			91002	91108	91507	93563	
90233	91202	91333	91401	91607			91003	91109	91508	93584	
SERVICE AREA - 16							SERVICE AREA - 17				
90001	90060	90307					90239	90670	90807	91722	91792
90002	90061	90308					90240	90671	90808	91723	91793
90003	90062	90309					90241	90701	90809	91724	
90006	90071	90310					90242	90702	90810	91731	
90007	90220	90311					90255	90703	90813	91732	
90008	90221	90312					90262	90704	90814	91733	
90009	90222	90501					90274	90706	90815	91734	
90011	90223	90502					90275	90707	90822	91740	
90012	90224	90503					90280	90710	90823	91741	
90013	90245	90504					90601	90711	90831	91744	
90014	90247	90505					90602	90712	90832	91745	
90015	90248	90506					90603	90713	90833	91746	
90017	90249	90507					90604	90714	90834	91747	
90021	90250	90508					90605	90715	90835	91748	
90030	90251	90509					90606	90716	90840	91749	
90037	90254	90510					90607	90717	90842	91750	
90043	90260	90723					90608	90731	90844	91765	
90044	90261	90745					90609	90732	90845	91766	
90045	90266	90746					90610	90733	90846	91767	
90047	90267	90747					90631	90734	90847	91768	
90050	90277	90749					90637	90744	90848	91769	
90051	90278						90638	90748	90853	91770	
90052	90301						90650	90801	91702	91773	
90053	90302						90651	90802	91706	91780	
90054	90303						90652	90803	91711	91788	
90055	90304						90660	90804	91714	91789	
90057	90305						90661	90805	91715	91790	
90059	90306						90662	90806	91716	91791	

Appendix B
LEGAL IMMIGRATION TO CALIFORNIA BY COUNTY 1996 - 2004

County	1996	1997	1998	1999	2000	2001	2002	2003	2004	Total	% of Immigration as compared to California	Allocation to each County
Alameda	10,819	11,206	9,512	7,833	11,793	15,732	15,058	9,721	14,473	106,147	0.05440	\$155,053
Alpine	2	0	0	0	2	1	1	*	-	6	0.00000	\$11
Amador	33	30	21	16	27	31	27	26	29	240	0.00012	\$351
Butte	527	420	291	249	387	389	310	189	272	3,034	0.00156	\$4,432
Calaveras	25	19	13	14	24	33	34	26	29	217	0.00011	\$317
Colusa	313	265	212	224	254	175	125	66	176	1,810	0.00093	\$2,644
Contra Costa	4,921	4,538	3,979	3,265	4,648	5,517	5,153	4,033	5,812	41,866	0.02146	\$61,155
Del Norte	21	34	33	33	20	18	40	25	22	246	0.00013	\$359
El Dorado	283	287	196	231	286	346	277	212	249	2,367	0.00121	\$3,458
Fresno	3,364	4,638	4,119	3,147	4,315	4,170	5,229	3,568	4,862	37,412	0.01918	\$54,649
Glenn	127	164	115	99	160	134	110	59	99	1,067	0.00055	\$1,559
Humboldt	125	117	95	95	111	118	138	89	121	1,009	0.00052	\$1,474
Imperial	1,821	1,673	1,291	1,781	1,593	1,150	1,176	1,082	1,449	13,016	0.00667	\$19,013
Inyo	5	27	30	15	23	23	50	22	32	227	0.00012	\$332
Kern	2,008	2,722	1,986	1,950	2,589	2,618	3,473	2,521	3,184	23,051	0.01181	\$33,671
Kings	430	615	359	337	538	461	673	463	599	4,475	0.00229	\$6,537
Lake	135	102	86	111	78	112	100	86	112	922	0.00047	\$1,347
Lassen	20	36	26	28	24	11	18	9	22	194	0.00010	\$283
Los Angeles	63,794	62,073	59,897	56,825	71,993	98,926	108,614	64,780	88,377	675,279	0.34611	\$986,406
Madera	325	492	393	411	657	491	826	429	613	4,637	0.00238	\$6,773
Marin	987	882	728	627	969	1,202	1,056	722	1,115	8,288	0.00425	\$12,107
Mariposa	13	12	9	9	16	15	16	13	21	124	0.00006	\$181
Mendocino	277	286	254	227	268	223	230	149	190	2,104	0.00108	\$3,073
Merced	1,250	1,345	1,028	1,107	1,431	1,314	1,490	1,056	1,438	11,459	0.00587	\$16,739
Modoc	11	8	7	4	7	15	16	4	3	75	0.00004	\$110
Mono	13	31	29	20	26	34	47	27	38	265	0.00014	\$387
Monterey	2,454	2,729	2,116	2,789	3,326	3,745	2,985	1,596	2,502	24,242	0.01242	\$35,411
Napa	682	687	595	633	538	606	472	421	696	5,330	0.00273	\$7,786
Nevada	82	76	60	55	111	99	88	63	71	705	0.00036	\$1,030
Orange	17,598	21,367	15,378	15,316	21,536	23,539	25,821	15,265	22,197	178,017	0.09124	\$260,036
Placer	411	313	320	249	428	626	656	349	578	3,930	0.00201	\$5,741
Plumas	13	11	12	10	21	14	7	*	13	101	0.00005	\$148
Riverside	5,164	4,245	4,597	4,698	6,528	9,019	9,325	5,157	8,910	57,643	0.02954	\$84,201
Sacramento	6,342	7,191	3,695	3,678	6,173	9,607	8,932	5,376	7,341	58,335	0.02990	\$85,212
San Benito	257	266	243	282	378	407	312	173	199	2,517	0.00129	\$3,677
San Bernardino	5,225	4,761	4,949	4,912	6,819	9,479	10,507	5,599	8,497	60,748	0.03114	\$88,737
San Diego	18,049	14,598	9,800	10,700	15,063	22,280	22,481	12,844	19,925	145,740	0.07470	\$212,888
San Francisco	10,438	9,796	8,399	7,024	8,811	9,472	8,780	7,551	9,131	79,402	0.04070	\$115,986
San Joaquin	3,497	2,735	1,890	2,271	2,794	3,254	2,886	2,171	3,443	24,941	0.01278	\$36,432
San Luis Obispo	465	357	341	402	483	702	668	390	520	4,328	0.00222	\$6,322
San Mateo	6,671	6,189	5,410	4,607	6,695	8,052	6,992	4,296	6,510	55,422	0.02841	\$80,957
Santa Barbara	2,077	1,656	1,778	1,658	1,837	2,677	2,425	1,246	2,062	17,416	0.00893	\$25,440
Santa Clara	13,735	17,314	12,640	10,866	18,485	28,712	27,429	13,305	20,923	163,409	0.08375	\$238,698
Santa Cruz	1,170	1,400	1,217	1,391	1,699	1,937	1,560	911	1,298	12,583	0.00645	\$18,380
Shasta	127	71	65	66	78	137	122	127	160	953	0.00049	\$1,392
Sierra	5	3	1	4	6	3	3	*	6	31	0.00002	\$45
Siskiyou	35	44	74	37	84	69	30	42	46	461	0.00024	\$673
Solano	1,681	1,635	1,440	1,266	1,387	1,741	1,673	1,467	1,943	14,233	0.00729	\$20,791
Sonoma	1,372	1,378	1,297	1,280	1,793	1,805	1,616	1,193	1,877	13,611	0.00698	\$19,882
Stanislaus	2,306	2,329	2,020	2,007	2,103	2,081	1,888	1,584	2,342	18,660	0.00956	\$27,257
Sutter	741	480	466	483	547	670	442	493	610	4,932	0.00253	\$7,204
Tehama	83	136	93	80	98	108	94	51	93	836	0.00043	\$1,221
Trinity	6	1	1	4	7	2	2	*	8	31	0.00002	\$45
Tulare	1,333	2,396	1,649	1,541	2,224	1,813	2,428	1,494	2,046	16,924	0.00867	\$24,722
Tuolumne	47	47	30	33	23	47	43	23	34	327	0.00017	\$478
Ventura	3,466	3,241	3,113	3,246	3,872	5,265	4,908	2,979	4,492	34,582	0.01772	\$50,515
Yolo	1,110	1,293	790	823	1,156	1,367	1,152	669	919	9,279	0.00476	\$13,554
Yuba	408	273	143	174	234	176	151	142	160	1,861	0.00095	\$2,718
CALIFORNIA	198,699	201,040	169,331	161,243	217,576	282,770	291,165	176,354	252,889	1,951,067	1.00000	\$2,850,000

Total Allocation to Agencies	\$2,850,000
---	--------------------

Data Sources: U.S. Immigration and Naturalization Services and the California Department of Finance, Demographic Research Unit.

* Immigrants with unknown locations are not factored into funding formula.

AGREEMENT NUMBER Sample Contract	AMENDMENT NUMBER
--	------------------

1. This Agreement is entered into between the State Agency and the Contractor named below
- STATE AGENCY'S NAME
Department of Community Services and Development
- CONTRACTOR'S NAME
Sample Contract
2. The term of this January 1, 2007 through June 30, 2008
Agreement is:
3. The maximum amount \$ Sample
of this Agreement is:
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference
made a part of the Agreement:

- Exhibit A - Scope of Work
- Exhibit B - Budget Detail and Payment Provisions
- Exhibit C - General Terms and Conditions
- Exhibit D - Special Terms and Conditions
- Exhibit E - Additional Provisions

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CALIFORNIA
Department of General Services
Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Community Services and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Richard J. Bueche, Chief Financial Officer

ADDRESS

700 North 10th Street, Sacramento, California 95814

☐ Exempt per _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. In accordance with the State Budget Act (Chapter 047, Statutes of 2006), the Department of Community Services and Development, hereafter referred to as CSD, will contract with Naturalization Services Program Providers, hereafter referred to as Contractor. To the extent consistent with applicable laws, Contractor agrees to provide naturalization assistance services that include: outreach, intake and assessment, collaboration with, and referral to other naturalization services organizations, citizenship application assistance, citizenship testing and interview preparation, and follow-up, to eligible participants residing within the Service Area, as described in Section 2. below.

2. The services shall be performed in the following service area:

Service Area, Number of Clients to be Served, Cost per Client (outcome one),
Cost per Client (outcome two).

3. Addresses for the State

Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations/Naturalization Services Program
Address:	700 North 10th Street, Room 258 Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Process

A. Advance Payments

- 1) During the 18 month term of this Agreement, the State shall issue one working capital advance to the Contractor not to exceed 25% of the total Contractor allocation as set forth on the funding detail page of Std. 213 Standard Agreement.
- 2) CSD will initiate the repayment process of advanced funds beginning with the July 31, 2007 reporting period of the contract term and ending with the June 30, 2008 reporting period of the contract term, as applicable allocation/funding of this contract.
- 3) CSD will initiate repayment of advance payments outstanding whenever 75% of the allocation has been expended. CSD shall begin applying approved expenditures to the outstanding advance balance thereby offsetting any subsequent reimbursements. CSD shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described immediately above). In that case, CSD shall apply the entire reimbursement amounts against the outstanding advance balance.
- 4) In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25% of the total consideration of this Agreement.

B. Subsequent Payments

Contracts will be awarded in which the Contractor will receive two separate reimbursement payments for two outcomes.

The cost-per-client for outcome one (1) will be reimbursed at the rate specified in Exhibit A, item 2, cost-per-client outcome one (1). Reimbursement for outcome one (1) will be based on the organization submitting documentation (CSD form 623 and 667) indicating client submitted an Application for Naturalization N-400 and/or N-600.

The cost-per-client for outcome two (2) will be reimbursed at the rate specified in Exhibit A, item 2 cost-per-client for outcome two (2), a fixed rate of \$100 per client. Reimbursement for outcome (2) will be based on the organization

EXHIBIT B
(Standard Agreement)

submitting documentation (CSD form 623 and 667) indicating client received a Certificate of Naturalization.

In a case where an applicant has invested time and funds towards the naturalization of a client and is unable to demonstrate the successful achievement of a naturalization certificate, the applicant may be eligible for payment at the discretion of CSD. In such cases, reimbursement may be paid upon submission of documentation to confirm client obtained fingerprints (\$50) and successfully completed the USCIS interview (\$50).

C. Cost per Client

Total Cost per Client shall be _____ as noted on the Application Face Sheet per the conditions set forth in the Request For Application (RFA).

2. Reporting Requirements

The issuance of other CSD contracts, including reimbursement payments to the Contractor may be contingent upon timely receipt of the required reports of this Agreement.

A. Monthly Reports

Contractor shall ensure that the monthly report consisting of the Naturalization Services Program Monthly Expenditure Reporting Form, CSD 623 (Rev. 10/06); and the Naturalization Client Reporting Form, CSD 667 (Rev. 10/06) are received by the State on or before the fifteenth (15th) calendar day of the month following the end of the reporting period, regardless of the level of activity or amount of expenditures during the reporting period. Contractor shall provide a signed, hard copy of all required reports. Reports are due as follows:

<u>Monthly Period</u>	<u>Reports Due Dates</u>
January 2007	February 15, 2007
February 2007	March 15, 2007
March 2007	April 15, 2007
April 2007	May 15, 2007
May 2007	June 15, 2007
June 2007	July 15, 2007
July 2007	August 15, 2007
August 2007	September 15, 2007
September 2007	October 15, 2007
October 2007	November 15, 2007

EXHIBIT B
(Standard Agreement)

November 2007	December 15, 2007
December 2007	January 15, 2008
January 2008	February 15, 2008
February 2008	March 15, 2008
March 2008	April 15, 2008
April 2008	May 15, 2008
May 2008	June 15, 2008
June 2008	July 15, 2008

Contractors shall submit monthly activity/expenditure reports via an electronic (i.e., Microsoft Excel) spreadsheet to CSD. Contractor must submit their monthly spreadsheet based on Excel version 2000 or higher and must use the template format provided by CSD. No exceptions or other formats to the monthly activity/expenditure reports will be accepted.

B. Close-out Report

Contractor shall submit, on the appropriate CSD forms to be provided toward the end of the contract term, a financial and programmatic close-out report and return all unexpended funds to CSD within ninety (90) calendar days of the final expenditure report. Final reimbursement to Contractor, if owed, shall be contingent upon timely receipt of this close-out by CSD. Failure to submit the close-out in a timely manner will result in forfeiture of all outstanding obligations from CSD to the Contractor. The issuance of other CSD contracts, to include reimbursement, to the Contractor may be contingent upon timely receipt of the close-out of this Agreement.

C. Review

- 1) The State shall review Contractor's fiscal and programmatic reports and evaluate Contractor's demonstrated ability to effectively utilize all funds available under this Agreement.
- 2) An amendment to the total consideration of this Agreement may occur as a result of the State's review of Contractor's program and fiscal operations.

EXHIBIT B
(Standard Agreement)

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

\\\\\\Magnum\\Shared\\Contracts\\Naturalization\\2007 Naturalization PDS Final\\2007 NSP Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS.doc.doc

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

2. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

EXHIBIT C
(Standard Agreement)

6. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EXHIBIT C
(Standard Agreement)

10. Certification Clauses

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 1005 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

v

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly provided.

13. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

14. Child Support Compliance Act

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

15. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C
(Standard Agreement)

16. Priority Hiring Considerations

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

\\Cobra\Shared\Contracts\Naturalization\2007 Naturalization Contract\2007 NSP Exhibit C General Terms and Conditions GTC-1005 Subvention.doc

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Travel and Per Diem

Contractor's programmatic-related travel costs and per diem reimbursement rates shall not exceed the amounts established by the State Department of Personnel Administration Rules and Regulations, Section 599.619, dated July 1, 1997, and as amended from time to time.

2. Conflict of Interest

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Insurance and Fidelity Bond

A. General Requirements

1) Third-Party Insurance

a. By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

b. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

c. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least 30 calendar days prior to said expiration date a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder. The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent

EXHIBIT D
(Standard Agreement)

upon required current insurance coverage being on file at CSD for this Agreement.

- d. New Certificates of Insurance are subject to review for content and form by CSD.
- e. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- f. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.

2) Self-Insurance

- a. When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- b. Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable expiration dates or policy numbers.
- c. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Labor Code Section 3700/Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Unless a current copy is on file with CSD, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

EXHIBIT D
(Standard Agreement)

C. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of eight percent of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

D. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Unless a current copy is on file with CSD, Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

E. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Unless a current copy is on file with CSD, Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

EXHIBIT D
(Standard Agreement)

4. Subcontracts

Contractor may enter into subcontract agreement(s) to carry out the provisions of this Agreement.

5. Applicability of Provisions to Subcontractors

- A. Contractor may subcontract with other nonprofit community-based organizations for the purpose of this Agreement. Each subcontractor that enters into a subcontract agreement shall be required to adhere to the terms and conditions contained in this Agreement.
- B. Should Contractor enter into any subcontract agreements(s), Contractor shall remain liable for the performance of the subcontractor(s). Contractor shall provide to the State the names, addresses, contact persons, and a program description of the subcontracted activity(ies) to be performed under this Agreement within thirty (30) calendar days of contract execution.
- C. Contractor shall immediately notify all of its subcontractor(s) in writing of changes to contract provision(s) or in the event the State terminates and/or suspends this Agreement.
- D. Contractor is the responsible party, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of subcontractor(s).

6. Contractor's National Labor Relations Board Certification

Contractor hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a Federal Court, has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal Court that orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296) (not applicable to public entities).

7. Termination for Cause, Suspension, Cancellation, and Disqualification from Eligibility

A. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the

EXHIBIT D
(Standard Agreement)

State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

B. Suspension

- 1) The State may, upon reasonable written notice to Contractor or subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- 2) If Contractor has failed to comply with the material terms of this Agreement, the State shall:
 - a. Notify the Contractor in writing by certified mail or personal service;
 - b. Specify the effective date of the suspension;
 - c. Specify the reason for the suspension and what corrective action is expected;
 - d. Give a specified period of time in which to take corrective action; and
 - e. Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate this Agreement.
- 3) A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
- 4) New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the State in the notice of suspension.

C. Cancellation

- 1) The State may terminate upon thirty (30) calendar days written notice to Contractor. Such notice shall be delivered to Contractor in writing, stating the reason(s) for termination and the effective date thereof.
- 2) Upon termination of this Agreement, CSD, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination.

EXHIBIT D
(Standard Agreement)

D. Disqualification from Eligibility

Contractor shall be ineligible to receive funding for this program if any officer or employee of the Contractor who would be involved in the administration of grant funds has been convicted of a criminal offense related to the administration of grant funds.

8. Contractor Assurances and Certifications

A. Contractor assures that its governing body has adopted and passed a resolution specific to this Agreement that shall be forwarded to the State and that includes, at a minimum, the following provisions:

- 1) Authorization for the submittal to the State of this Agreement, including all exhibits and assurances contained herein;
- 2) The name and original signature of the chairperson of the board; the date signed by the chairperson; and, if applicable, the date the resolution was ratified by the board of directors;
- 3) Authorization to and identification of the person/position certified as the official representative of the governing board to sign and enter into this Agreement;
- 5) Authorization to and identification of the person certified as the official representative of the governing board to enter into and accept any amendments to this Agreement and revisions to exhibits; and
- 6) Identification of the contract number and program.

B. Payee Data Record

Contractor certifies that a Payee Data Record (Std. 204) is on file with CSD. The terms and conditions of the Std. 204 shall have the same force, meaning, effect, and enforceability as if a certification were separately, specifically, and individually provided for each grant between Contractor and CSD.

C. Federal Certification Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

EXHIBIT D
(Standard Agreement)

- 2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- 4) Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

D. Equipment/Lease Purchase

- 1) Contractor shall request prior authorization in writing and receive approval from CSD before the Contractor being reimbursed for any purchase order or subcontract exceeding \$2,500.00 for any articles, supplies, equipment, or services. Contractor shall provide in its request for authorization all particulars necessary for evaluation of necessity or desirability of incurring such cost and the reasonableness of the price or costs. Contractor shall submit three competitive quotations or provide adequate justification for absence of bidding.
- 2) Contractor shall maintain books, records, documents, and other evidence pertaining to the reimbursable costs and any matching costs and expense and hold them available for an audit and inspection by the State for three years.
- 3) Contractor shall specifically reserve title to CSD for State-purchased or State-financed property that is not fully consumed in the performance of this Agreement, even when the property is purchased in whole or part by federally supplied funds (absent a federal requirement for transfer of title).
- 4) Contractors shall prepare and submits a CSD 558, Request for Purchase/Lease Approval, form to CSD prior to commencing purchasing/leasing activities.

EXHIBIT D
(Standard Agreement)

- E. Contractor agrees to comply with terms and condition of the 2004 Naturalization Services Program Request For Application (04-RFA-08). The contractor's response to the application is made part of this Agreement.

9. Right to Monitor, Audit, and Investigate

- A. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonable have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (Government Code § 546.7, Public Contract Code § 10115 et seq., California Code of Regulations Title 2, § 1896).

Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10.

- B. The federal, state, or duly authorized representative of the State government shall have the right to undertake investigations in accordance with 42 USC 9908 et seq., as amended.
- C. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting the State or a duly authorized representative of the state or federal government access to the working papers of said audit firm(s).

10. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;

EXHIBIT D
(Standard Agreement)

- c) any available counseling, rehabilitation and employee assistance programs; and,
 - d) penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:
- a) receive a copy of the company's drug-free workplace policy statement; and,
 - b) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

11. Americans with Disabilities Act

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

12. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

13. Partisan Political Activities

- A. Contractor shall be prohibited from all political activities if they involve the use of any funds that are the subject of this program or any other funds, programs, projects, or activities that originate from this program.
- B. Contractor shall be prohibited from any activity that is designed to provide voters and prospective voters with transportation to the polls or to provide similar assistance in connection with an election or any voter registration activity if such activities involve the use of any funds that are the subject of this program.
- C. Contractor shall refrain from all lobbying activities if they involve the use of any funds that are the subject of this program or any other funds, programs, projects, or activities that originate from this program.

EXHIBIT D
(Standard Agreement)

14. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall include:

- A. Segregation of duties appropriate to safeguard state assets;
- B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- D. Established practices to be followed in performance of duties and functions;
- E. Personnel of a quality commensurate with their responsibilities; and
- F. Effective internal reviews.

15. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

16. Corporate Qualifications To Do Business in California

- A. When Agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- B. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- C. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

EXHIBIT D
(Standard Agreement)

17. Union Organizing

Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

18. Domestic Partners

Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

19. Air or Water Pollution Violation

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

20. Forms

CSD shall provide masters of the budget form and reporting forms, and Contractor shall duplicate them for future use.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Amendment/Extension

The amendment/extension options will be based on the applicant's ongoing performance for the 2007 NSP contract. If an applicant is evaluated by CSD and has been determined to be noncompliant in meeting client goals, submitting late reports, failing to expend funds within the time allotted, fiscal and billing irregularities, and/or unresolved audit issues, Applicant will not be awarded an amendment/extension. CSD will evaluate and notify the Applicant in writing.

2. Other Naturalization Services Requirements

- A. Contractor shall submit to the State on a monthly basis a Naturalization Client Reporting Form, CSD 667 (Rev. 10/06), for those clients that have received services. Contractor shall maintain a copy of the Application for Naturalization that was submitted to the United States Citizenship and Immigration Services (USCIS) in the Contractor's client folder for all new clients, and maintain documentation to substantiate client received Certificate of Naturalization.
- B. Contractor shall maintain in each client folder basic attendance records for clients attending citizenship preparation classes, pre- and post-tests that have been used to measure the skills gained, and any other documentation that supports the client services-

\\Cobra\Shared\Contracts\Naturalization\2007 Naturalization Contract\2007 NSP Exhibit E ADDITIONAL PROVISIONS.doc